

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 05-277**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for professional Engineering Services related to the projects listed and described below:

**PRELIMINARY AND FINAL DESIGN;  
CONSTRUCTION PHASE SERVICES;  
AND RESIDENT INSPECTION FOR GREENWOOD TO LINCOLN  
- WATER TRANSMISSION MAIN - PROJECT NO. 702278**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 NOON, Wednesday, November 2, 2005 in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of respondents will be publicly opened and read at the K Street Complex.

A copy of the request for proposal may be obtained from the Purchasing Division web site at: [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword search: Bid

Submitters should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. It is the responsibility of submitters to check for all addendums issued for this request for proposals prior to submission.

**REQUEST FOR PROPOSALS**  
SPECIFICATION 05-277  
FOR PRELIMINARY AND FINAL DESIGN;  
CONSTRUCTION PHASE SERVICES;  
AND RESIDENT INSPECTION FOR GREENWOOD TO LINCOLN  
- WATER TRANSMISSION MAIN - PROJECT NO. 702278

**1. INTRODUCTION**

- 1.1 The City intends to retain professional engineering firm to provide normal and customary preliminary design, final design, construction phase, and resident services for a water transmission main.
- 1.2 The scope of services identified in the RFP are meant to serve as a general description of anticipated project tasks.
- 1.3 It is the City's intent to select the most qualified firm based on their statement of qualifications and recommended project approach which best accomplishes the project objective using cost effective methods.
- 1.4 The City will rely on the firm's competence and experience to develop a final scope of services identifying all necessary tasks, meetings and deliverables.

**2. HISTORY**

- 2.1 The 2002 Facilities Master Plan for the Lincoln Water System recommends the Design & Construction of approximately 48,700 lineal feet of 54-inch main from Greenwood to the Northeast Reservoir.

**3. REQUESTED SERVICES INFORMATION & BACKGROUND**

- 3.1 General services for each project shall include the following tasks unless otherwise noted in the individual project scope of services:
- 3.2 Preliminary design:
  - 3.2.1 An easement for this main was acquired by LWS in the 1980s.
  - 3.2.2 Review of easement alignment and utility conflicts affecting the constructability of the main and any other considerations, with recommendations of changes in alignment where warranted
  - 3.2.3 Evaluation of the system hydraulics and economics of building a 54 inch or larger main at this time.
  - 3.2.4 Surveying necessary to obtain construction easements and complete preliminary engineering services shall be included in the project.
  - 3.2.5 Evaluate alternate alignments so that conflicts are avoided with other projects or other future site development features.
  - 3.2.6 Evaluation of CIP budget and recommend construction phasing and segmenting for optimum project cost management.
  - 3.2.7 Conduct meetings with local officials, affected property owners, and provide information to the public.
  - 3.2.8 Deliverables include: letter report on alternative alignment, main size, possible system appurtenances, and opinion of cost.
- 3.3 Final design
  - 3.3.1 Prepare final design memorandum that defines selected alternative design, providing material alternatives, project budget and project schedule for completion of the design and construction.
  - 3.3.2 Design progress meetings at 30%, 60% and 90% completion status or as appropriate and agreed upon with the City for the complexity of the project.
  - 3.3.3 Prepare all necessary construction bidding documents, supplemental conditions and technical specifications using City of Lincoln Standard Documents and Standard Specifications for Municipal Construction where applicable.

- 3.3.4 Provide copies of all deliverables (except final bid documents)
- 3.3.5 Final design deliverables shall include 30% and 60% plan completion, 90% plans and specifications completion, final construction bid document, and opinion of cost.
- 3.3.6 Submit plans and specifications to State Health Department for approval.
- 3.3.7 Provide a set of final bid documents for reproduction by the City.
- 3.3.8 Conduct pre-bid meeting for prospective bidders and prepare subsequent meeting minutes.
- 3.3.9 Address questions on behalf of the City during bid advertisement.
- 3.3.10 Prepare bid addenda if necessary.
- 3.3.11 Assist City with review of received bids and recommendation of bid award.
- 3.4 Basic Construction Phase Services.
  - 3.4.1 Perform normal and customary basic engineering and construction management, observation/inspection services during construction, including:
  - 3.4.2 Conduct preconstruction conference meeting, providing onsite construction observation and periodic inspections on a frequency necessary to ensure quality construction methods are performed.
  - 3.4.3 Conduct monthly construction progress meetings including recording and submitting minutes of meetings, and reviewing project status and budget reports.
  - 3.4.4 Review and approve all contractor submittals and shop drawings for conformance with contract documents, and process and certify all contractor requests for payment.
  - 3.4.5 Prepare and process all necessary construction contract change order justifications and related changes to contract documents as may be necessary.
  - 3.4.6 Observe and review materials testing performed by contractor where necessary and a minimum frequency to ensure quality construction materials.
    - 3.4.6.1 Material quality testing shall include but not be limited to soil moisture/density, concrete, asphalt and aggregates.
  - 3.4.7 Control and Construction Surveying.
    - 3.4.7.1 Provide control staking and points for use by construction contractor as shown on the drawings as necessary.
    - 3.4.7.2 All construction surveying and staking shall be the responsibility of the construction contractor.
  - 3.4.8 Prepare and provide Mylar reproducible sets of record drawings and CAD compatible drawing files suitable for transfer to the City's computerized engineering and mapping (CEIS) system and an electronic format, CD-ROM record for back-up and future system development.
- 3.5 Construction Phase and Other Services.
  - 3.5.1 Other services during the construction phase, such as resident engineering services, will be solely at the City's discretion.
  - 3.5.2 These services will be dependent upon the need and the firm's performance.

#### **4. AVAILABLE INFORMATION**

- 4.1 General
  - 4.1.1 The following is a selected list of the most applicable documents that may be of use in this project.
  - 4.1.2 All applicable information is available for review by contracting the Project Coordinator at the offices of the Lincoln Water System, 2021 North 27 Street, Lincoln, Nebraska.
  - 4.1.3 Some information may be copied by contacting the Project Coordinator to obtain copies.

- 4.2 Applicable Documents - LWS Service Center at 2021 No. 27th St.
  - 4.2.1 Various As-Built and Record Drawing for the water distribution system.
  - 4.2.2 Facilities Master Plan Report dated 2002
  - 4.2.3 Drawings of the easement tracts acquired by LWS in the 1980s.
  - 4.2.4 Drawings of the existing transmission main built in the early 1990s.
  - 4.2.5 2005-2006 City of Lincoln CIP for LWS is available at the following web site:  
<http://www.lincoln.ne.gov/city/plan/capital/05-2011/water.pdf>
  - 4.2.6 Existing hydraulic modeling files (formatted for H2Omap) will be made available to short listed firms upon request prior to interviews.

## 5. **PROJECT SECURITY**

- 5.1 Security
  - 5.1.1 The exact location of the facilities that are to be built by this project are secured facilities.
    - 5.1.1.1 They are identified as part of the City of Lincoln's critical infrastructure and protected from disclosure under the Public Records Act 84-712.05.
  - 5.1.2 Copies of existing reports or drawings are not to be copied, reproduced, transmitted electronically, or publicized in any manner.
  - 5.1.3 Prior to any copies *being* issued to prospective consultants, a non-disclosure agreement must be signed by the consultant stipulating to the City of Lincoln's requirements.
  - 5.1.4 All copies shall be returned to LWS by the date indicated in the agreement.
    - 5.1.4.1 Any breaches in the non-disclosure agreement shall result in appropriate action taken against consultant by the City of Lincoln.

## 6. **CITY'S RESPONSIBILITIES**

- 6.1 Designate project representative and City project team to coordinate work activities of City project team, Consultant, and other affected parties.
- 6.2 Property, boundary, easement, right-of-way, and utility surveys and property descriptions when such information is required.
- 6.3 All exploratory work, such as core borings, penetration tests, soundings, and subsurface explorations; and laboratory tests and analyses.
- 6.4 All maps, drawings, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this contract.
- 6.5 Access to public and private property, as necessary, when required in conduct of field investigations.
- 6.6 Office desk space for the Engineer's personnel during preliminary investigations and construction phase services.
- 6.7 Shop, mill, or laboratory inspection of materials, or laboratory testing service. The Engineer will review the reports furnished by such laboratories.
- 6.8 Make all policy and budgetary decisions so as to allow timely completion of the work.

## 7. **TENTATIVE PROJECT SCHEDULE**

- |     |                                      |                           |
|-----|--------------------------------------|---------------------------|
| 7.1 | Advertise and distribute RFP         | Week of October 10, 2005  |
| 7.2 | Receive Proposals                    | Week of November 2, 2005  |
| 7.3 | Short List                           | Week of November 14, 2005 |
| 7.4 | Interview Short Listed Consultants   | Week of December 5, 2005  |
| 7.5 | Negotiate Contract                   | Week of December 19, 2005 |
| 7.6 | Notice to Proceed                    | Week of January 31, 2006  |
| 7.7 | Initial Meeting                      | Week of February 7, 2006  |
| 7.8 | Complete Preliminary Design          | June 2006                 |
| 7.9 | Bid First Phase of Construction Work | April 2007                |

NOTE: Consultant shall provide tentative dates for Design completion; Bid date; Construction schedule etc. for completion of projects.

## 8. PROPOSAL CONTENTS

- 8.1 Proposal preparation
  - 8.1.1 In order to facilitate evaluation of the proposals, the offerer is instructed to be concise and to follow the outline below in responding.
  - 8.1.2 Proposals shall be on plain white paper, black ink, minimum 10 pt. font, maximum 24 single sided pages, stapled in the upper left corner.
    - 8.1.2.1 This maximum page count does not include Letter of Transmittal, Executive Summary, Report of Similar Study, resumes or references.
- 8.2 **Letter of Transmittal**
  - 8.2.1 One page
  - 8.2.2 Introductory letter signed by an individual authorized to commit the firm to the project.
    - 8.2.2.1 Include appropriate contact person, phone number, fax number, and email address.
- 8.3 **Executive Summary**
  - 8.3.1 One page
  - 8.3.2 Short , non-technical summary stating firms understanding of the purpose and essentials of the project.
- 8.4 **Proposal**
  - 8.4.1 Maximum of 24-pages, one-sided, black ink, minimum 10 pt font to include the following:
    - 8.4.1.1 Describe and outline the **Firm's Approach** to performing the work required by this project.
      - 8.4.1.1.1 Include implementation plan describing project phases, key work elements to meet critical project dates, and a recommended schedule of meetings to provide for timely input by City project team.
    - 8.4.1.2 Outline the Proposed **Project Schedule** to meet the project schedules previously outlined in the RFP.
      - 8.4.1.1.2 Provisions for meaningful input from City project team during the routing and preliminary and final design phases of various portions of the project are essential and shall be addressed.
    - 8.4.1.3 Describe the **Ability of the Firm** to Meet the Intent of Required Services Outlined in this RFP, including:
      - 8.4.1.3.1 Time availability of team members to meet the tentative project schedule.
      - 8.4.1.3.2 Quality Assurance and Quality Control (QA/QC) review procedures to be utilized on this project.
      - 8.4.1.3.3 Cost estimating and cost control procedures used by firm on similar projects.
      - 8.4.1.3.4 A statement of general qualifications and background experience of the firm and project team members, including sub-consultants in this type of project and work.
      - 8.4.1.3.5 A statement of general qualification and background experience of the firm and project team members, including sub-consultants in this type of project and work.
      - 8.4.1.3.6 A comparison to similar projects of similar size and capacity and cost.
      - 8.4.1.3.7 Listing of types of anticipated assistance that may be required from Owner.
    - 8.4.1.4 Delineate the **Project Team and Organization** for this project.
      - 8.4.1.4.1 Include names of key individuals to be assigned to, and work directly on, the project.

- 8.4.1.4.2 Describe specific areas and limits of responsibilities for each of the team members and proposed sub-consultants to be utilized.
  - 8.4.1.4.3 Include a project team organizational chart showing lines of responsibility and extent of involvement for sub-consultants. Include resumes for project team members, key individuals, and sub-consultants.
- 8.5 Submit four contacts (**References**) of former clients (to include contact person, title, and telephone number) for which your firm was engaged with the past five (5) years to perform similar services as described herein.
- 8.6 **Sample Report** for a similar study and planning project that contains comparable study and design elements.
  - 8.6.1 The reports will be returned, if desired, after the firm selection process.
- 8.7 **Resumes** of persons who will be performing the work.

**9. EVALUATION CRITERIA**

- 9.1 Proposals will be reviewed by a selection committee appointed by the Mayor.
- 9.2 The committee will evaluate each proposal based on the documentation requested herein, utilizing criteria, which includes, but is not necessarily limited to or in the order of, the following:
  - 9.2.1 Understanding of the requirements of this project.
  - 9.2.2 Relevance and suitability of the project approach and schedule to meet the needs of the City.
  - 9.2.3 Qualifications and expertise of the key personnel to be assigned to this project.
  - 9.2.4 Background experience of the firm and the project team as it directly relates to this project.
  - 9.2.5 Record of past performance on similar projects.
  - 9.2.6 Comments and opinions provided by references.
  - 9.2.7 Quality and cost control procedures to be used on this project and identify personnel responsible for these controls.
  - 9.2.8 Resources of the firm to conduct and complete this project in a satisfactory manner.
    - 9.2.8.1 Factors to be considered include: current work load (including current work with the City); schedule for completion; and, ability and willingness to commit the key personnel to complete the projects by the scheduled dates outlined in this RFP.
  - 9.2.9 Clarity, conciseness, and organization of proposal.
  - 9.2.10 NOTE: Proposals will be reviewed, evaluated and ranked (e.g.: 1,2,3) in accordance with the City's selection process and procedure.
  - 9.2.11 Additional information submitted but not mentioned in this Request for Proposal.

**10. SUBMITTAL PROCEDURE**

- 10.1 Please submit **six** copies of your proposal at following address, no later than 12:00, Noon November 2, 2005 to:
  - Mary L. Long
  - Assistant Purchasing Agent
  - 440 South 8th Street, Suite 200
  - Lincoln, Nebraska 68508
- 10.2 If the proposal is sent by mail, the respondent shall be responsible for actual delivery of the proposal prior to the submittal deadline.
  - 10.2.1 Any response received after the submittal deadline will not be considered.
- 10.3 The City may waive any informalities or irregularities in the proposal and reserves the right to accept, reject, or negotiate any or all proposals, including the right to award the contract in whole or in part if it deemed in the City's best interest.
- 10.4 Request for clarification or additional information must be received in written format prior to time and date noted.

- 10.5 Any additional information regarding this RFP will be issued as written addenda and sent to all RFP recipients, at least five working days before the submittal deadline.
- 10.6 Verbal responses and/or representations shall not be binding to the City.

11. **ESTIMATED FEES**

- 11.1 The City will rank the proposals based on the criteria outlined in the RFP and determine a short list.
- 11.2 The firms selected for oral presentations will be notified and will be asked to prepare a fee schedule and submit in a sealed envelope at the time of interview.
  - 11.2.1 This fee schedule will be cost plus and include hourly rate schedule.
- 11.3 The fee schedule may be used in case of a tie in the ranking of the top firm after the oral presentations.
- 11.4 If the City is unable to arrive at a mutual agreement with the top ranked firm the City retains the sole right to move on to negotiations with the second (then third, etc.) ranked firm.

12. **INSURANCE**

- 12.1 The successful firm shall obtain all insurance required and approved by the City Attorney for the City of Lincoln. Standard Certificate of Insurance requirements can be found on the City website at [http://www.lincoln.ne.gov/city/finance/purch/ci\\_insur.pdf](http://www.lincoln.ne.gov/city/finance/purch/ci_insur.pdf)
- 12.2 All certificates of insurance shall be filed with the City of Lincoln on the standard **Accord Certificate Of Insurance** form showing the specific limits of insurance coverage required in Sections A,B,C,D, and showing the City of Lincoln as named additional insured.

**INSTRUCTIONS TO PROPOSERS  
CITY OF LINCOLN, NEBRASKA  
PURCHASING DIVISION**

**1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

**2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

**3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

**4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

**5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

**6. ADDENDA**

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

**8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
  - 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

#### **9. INDEMNIFICATION**

- 9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable,

the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **10. LAWS**

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

#### **11. AWARD**

- 11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
  - 11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
  - 11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.